

ENTERPRISE AGREEMENT

NO. EA 98/137.....

DATE REGISTERED.....12-3-98.....

PRICE \$ 70-00.....

**REGISTER OF
ENTERPRISE AGREEMENTS**



ENTERPRISE AGREEMENT NO: EA98/137

TITLE: Redbank Power Station Construction Site Agreement 1997

L.R.C. NO: 98/1147

DATE APPROVED/COMMENCEMENT: 12 March 1998 and commenced 1 April 1998

TERM: 36 months

**NEW AGREEMENT OR
VARIATION: New**

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 35

COVERAGE/DESCRIPTION OF

EMPLOYEES: Employees engaged in the construction of the Redbank Power Station Project on the project site at Jerry's Plains Road in the Shire of Singleton, New South Wales

PARTIES: Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch -&- Construction, Forestry, Mining and Energy Union (New South Wales Branch), Electrical Trades Union of Australia, New South Wales Branch, The Australian Workers' Union, New South Wales, The New South Wales Plumbers and Gasfitters Employees' Union, Transport Workers' Union of Australia, New South Wales Branch, Labor Council of New South Wales, Metal Trades Industry Association of Australia

Registered
Enterprise Agreement
Industrial Registrar

ABB

**REDBANK POWER STATION CONSTRUCTION
SITE AGREEMENT**

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CLAUSE 1 INTENTION OF PARTIES

- 1.1 The Parties to this Agreement recognise that the construction of Redbank Power Station is a stand-alone project that is in no way linked to, or affected by, decisions arising out of changes within the New South Wales Power Industry.
- 1.2 It is the intention of the Parties to this Agreement that they commit themselves to the concept of International Best Practice by performing to the highest possible standards during the construction of the Redbank Power Station with the intention that the Project will be completed within time and budget.
- 1.3 This performance relates to the implementation of, and the adherence to Safety, Quality Assurance and the full utilisation of individual and group skills available within the workforce.
- 1.4 The Safety Program emphasises the responsibility by all Employees in the Planning, Monitoring and Implementation of the highest standards of performance and Safe Work Practices.
- 1.5 The Quality Assurance Program requires the adherence and commitment of all Employees to the full utilisation of skills and experience available to the highest possible standards.
- 1.6 All Employees commit themselves to the Project Schedule, Scope and Contractual Conditions that will be communicated in a clear and concise manner across the Project.
- 1.7 Employees will work as a team at all times based upon Joint Ownership of Common Goals.
- 1.8 By using the principle "*doing it right the first time*" the Project workforce will commit itself to continuous improvement with the intention of exceeding the expectations of the Client (Redbank Construction Pty Ltd).
- 1.9 This will involve the following initiatives:
 - Lowest Levels of Lost Time Injury Frequency Rates:
NB: The Project target LTI rate for all works is set at 0.
 - Lowest Levels All Injury Frequency Rates.
NB: The Project "Total Injury" rate (TIR) for all works is targeted at 0.
 - Positive reporting and review of near misses and hazards.
 - Positive reporting and review of (NCR) Non-conformance reports.
 - Lowest levels of absenteeism for any reason.
 - High level of workforce and Management suggestions progressed beyond suggestion stage by the Project Consultative Group.

- 1.10 As the Parties are committed to establishing and maintaining efficiency on the Project, all demarcations other than those based upon **Skills, Training, Competence or Statutory** requirements are eliminated by this Agreement.

CLAUSE 2 TITLE

This Agreement shall be known as "**THE REDBANK POWER STATION CONSTRUCTION SITE AGREEMENT, 1997.**"

CLAUSE 3 PARTIES TO THE AGREEMENT

3.1 This Agreement shall be binding upon the following Parties:

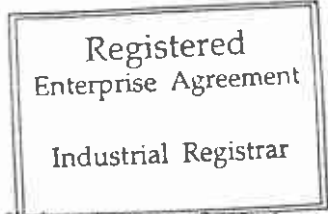
- Metal Trades Industry Association (MTIA) on behalf of:
 - All Employers who perform work on the Project;
- The Labour Council of New South Wales on behalf of its affiliated Unions:
 - The Australian Workers Union (AWU);
 - The Australian Manufacturing Workers Union (AMWU);
 - The Electrical Trades Union of Australia, New South Wales Branch;
 - The New South Wales Plumbers and Gasfitters Employees Union;
 - The Construction, Forestry, Mining and Energy Union (CFMEU);
 - The Transport Workers Union of Australia (TWU);

3.2 This Agreement shall also bind:

- Members of the above Unions employed in the categories provided in Sub-Clause 9.5 of this Agreement.
- All Employees who perform work on the Project and who are employed in the categories provided in Sub-Clause 9.5.

CLAUSE 4 APPLICATION OF AGREEMENT

4.1 This Agreement shall only apply to the employment of Employees engaged in the Construction of "The Redbank Power Station Project" on the Project Site at Jerrys Plains Road (which includes the construction of water intake installations on the Hunter River and associated pipelines, and electrical connections to Energy Australia's High Voltage Transmission Lines) in the Shire of Singleton, New South Wales.



- 4.2 This Agreement shall apply to work undertaken on the Mining Lease of Warkworth Mining Ltd by Employees of ABB Power Generation, its Contractors or Sub-Contractors but not to Employees of Warkworth Mining Ltd.
- 4.3 This Agreement shall not apply to work undertaken by ABB Power Generation, its Contractors or Sub-Contractors in any premises, Workshop, Fabrication Shop that is not attached to, or part of, the Project Site at Jerrys Plains Road in the Shire of Singleton, New South Wales, or to any person not employed by the above Companies.

CLAUSE 5 DURATION OF AGREEMENT

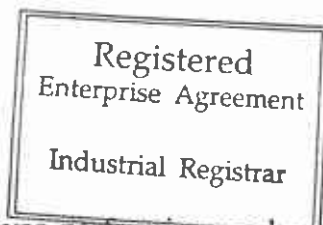
This Agreement shall commence on the 1st April 1998, and shall operate for a period of three (3) years.

CLAUSE 6 INTENT OF AGREEMENT

- 6.1 If a Federal Award applied to a worker covered by this Agreement on the day prior to the commencement of this Agreement, then the provisions of that Award on that day shall be deemed to be incorporated in this Agreement to the extent to which they are not inconsistent with the provisions set out in this Agreement. Any subsequent variation of the relevant Award will not vary the provisions so deemed to be incorporated in this Agreement. Such deemed incorporation of provisions shall not prejudice the operation of this Agreement as regulating the wages and conditions of employment of the workers covered by this Agreement as required by s152(3) of the Workplace Relations Act 1996 to override the application of Federal Awards.
- 6.2 From the Registration of this Agreement by the Commission, no extra claims shall be made or negotiated by any of the Parties to this Agreement.

CLAUSE 7 DEFINITIONS

- 7.1 Commission: Shall mean the Industrial Relations Commission of New South Wales.
- 7.2 Project: Shall mean all work undertaken within the parameters of the (Redbank Power Station and associated facilities) Construction Site, as described in Sub-Clause 4.1. and 4.2.
- 7.3 Ordinary Rate: Shall mean the rate of pay each Employee is paid for all purposes of this Agreement.
- 7.4 Contract Manager: Shall mean ABB Power Generation Limited.
- 7.5 Contractor: Shall mean a Contractor to ABB Power Generation.
- 7.6 Sub-Contractor: Shall mean a Sub-Contractor carrying out work for a Contractor on the Project.



- 7.7 Employee: Shall mean an Employee performing work on the Project who is employed in one of the categories listed in Sub-Clause 9.5.
- 7.8 Client: Shall mean "Redbank Construction Pty Ltd".
- 7.9 Construction Manager: Shall mean the person appointed as such by ABB Power Generation.

CLAUSE 8 CONTRACT OF EMPLOYMENT

- 8.1 Each Employee upon engagement by the Contract Manager, Contractor or Sub-Contractor shall receive a copy of, and sign consent to, the Terms of this Agreement which shall be signed prior to the commencement of employment.
- 8.2 Subject to Sub-Clause 8.3 of this Agreement, an Employee engaged under the Terms and Conditions of this Agreement shall be employed on a weekly basis.
- 8.3 Nothing in Sub-Clause 8.2 shall prevent the Contract Manager, Contractor or Sub-Contractor from engaging Casual Employees on an hourly basis to meet the short-term needs of the Project.
- 8.3.1 A Casual Employee is one employed as such on an hourly basis with a minimum payment of eight (8) hours. A Casual Employee required for a period of more than one (1) weeks duration shall be appointed pursuant to Sub-Clause 8.2.
- 8.3.2. A Casual Employee shall be paid the hourly rate of pay for the relevant classification prescribed in Clause 9.1 plus a loading of 20% which shall be paid in lieu of Sick Leave, Annual Leave and Agreement Holidays.
- 8.4 An Employee engaged pursuant to Sub-Clause 8.2 shall give one weeks notice of Termination of Employment or shall forfeit one weeks pay.
- 8.5 Termination of Employment by the Contract Manager, Contractor or Sub-Contractor shall be subject to any relevant provisions of the Industrial Relations Act 1996, (NSW)
- 8.6 Prior to the Termination of Employment of an Employee referred to in Sub-Clause 8.5 of this Agreement, the Contract Manager, Contractor or Sub-Contractor shall first utilise the Project Disciplinary Procedure for misconduct such as Absenteeism, Breaches of Project Policy or other less serious breaches of Discipline.
- 8.7 Nothing in Sub-Clause 8.6 above shall prevent the Contract Manager, Contractor or Sub-Contractor from instantly dismissing an Employee for serious misconduct. In the case of Termination of Employment under this Provision, the Employee's Employer shall raise the proposed termination with the Project Construction Manager prior to the Termination proceeding.

- 8.8 An Employee shall perform all work and follow all instructions reasonably requires them to do, provided that they are within the limits of the Employee's Skills, Competence, Training and Statutory requirements.
- 8.9 An Employee absent from work for more than five (5) consecutive days without notification to and approval of their Employer shall be deemed to have abandoned their Employment.
- 8.10 An Employee not attending for Duty or not performing work as directed pursuant to Sub-Clause 8.8 shall not be paid for the actual time of non-attendance or non-performance.

CLAUSE 9 CLASSIFICATIONS AND WAGE RATES

- 9.1 **Wage Rates** - Employees shall be classified in accordance with the following Groups and shall be paid an hourly rate for that Classification for all purposes of this Agreement:

				<u>Weekly</u>	<u>Hourly</u>
Group	AA	110%	-	\$748.00	\$19.68
Group	AB	105%	-	\$714.00	\$18.79
Group	A	100%	-	\$680.00	\$17.89
Group	B	97%	-	\$659.60	\$17.36
Group	C	95%	-	\$646.00	\$17.00
Group	D	91%	-	\$618.80	\$16.28
Group	E	88%	-	\$598.40	\$15.75

- 9.2 Subject to Sub-Clause 10.1, the total rates provided in Sub-Clause 9.1 are the minimum and maximum rates of pay to be paid on Site and comprehend all Award and Over-Award Payments including but not limiting the generality of the foregoing, to payment of travelling time, Travelling Allowances, Fares, Site Disabilities (such as space, dirt and height), Award special rates, confined space, wet work etc., follow the job loading, compensation for travel pattern mobility requirements etc., inclement weather, wind and dust, synthetic mineral fibre, welding allowance, refractory work, but exclude those allowances contained separately in this Agreement.
- 9.3 The Rates provided in Sub-Clause 9.1 shall be increased by an amount of 2.5% on the wage rate then being paid On and From 1st October 1998, 1st April 1999, 1st October 1999, 1st April 2000 and 1st October 2000.
- 9.4 An Employee's wages shall be paid by Thursday of each week by Electronic Funds Transfer into a Financial Institution Account nominated by the Employee.
- 9.5 **Classifications** - Each Employee shall be classified according to the following Classification:

Group AA	Electrical/Instrumentation Tradesmen
Group AB	Tradesmen/Welder Special Class
Group A	All other Tradesmen. Dumper Operators over 41 tons. Excavator Operators over 2 yards.

Mobile Cranes 41 tons to 165 tons.
Transport Worker, Grade 6, 7 and 8.
(Including Agitator Driver over 30,650 kg).
Tractor Operators over 296 bhp to 600 bhp.
Refractory Worker Level 4.

Group B

Batch Plant Operator.
Agitator Driver/Concrete Pump Operator.
Batch Plant Weigher and Batcher.
Dumper Operators 12 to 40 tons.
Excavator Operators + ¼ to 2 yards
Grader Operators over 100 bhp.
Mobile Cranes up to 40 tons.
Greaser Field Service Truck.
Tractor Operators 66 to 295 bhp.
Transport Worker, Grade 4 and 5.
Cable Jointer.
Rigger.



Group C

Bituminous Spray Operators
Driller's Assistant
Driller Operator – Shot drilling machine
Dumper Operators up to 12 tons.
Excavator Operators up to ¼ yards.
Grader Operators up to 100 bhp.
Group 3 and 4 (AWU Labourers).
Group 1 and 2 (CFMEU Labourers).
Road Roller Operators.
Steel Fixer/Concrete Finisher.
Tractor Operators up to 65 bhp.
Transport Worker, Grade 1, 2 and 3.
Linesman.
Sheetmetal Worker 2nd Class.
Trades Assistant.
Refractory Worker Level 2.
Dogman/Cranechaser.

Group D

Crane Chasers (engaged in loading and unloading
and/or work associated with storage areas).
Laboratory Labourers.
Group 2 (AWU Labourers including AWU Storemen).
Sheet Metal Workers 2nd Class.
Winch Drivers.
Group 3 (CFMEU Labourers).
Lagger.

Group E

Cold Saw Operator.
Dresser and Grinder.
Storemen.
Survey Field Hands.

9.5.1 (a) The Parties to this Agreement have agreed that as Parent Awards to which Employees may relate are varied to include career path structures, training and multi-skilling, they shall meet regularly :

- To ensure that the benefits of the restructuring process flow to those work places as required by the employer and consistent with the needs of the project. Employers will provide every opportunity for employees to acquire new skills and to put to use the skills they have acquired.
- To ensure that training is continued by Employees whilst engaged at these work places.
- The Parties agree that in the event of any variation of the Award to reflect agreed new classification(s), Employees will be offered to undertake training where required for a wider range of duties and/or to access higher classification levels when competent.

(b) Notwithstanding the grouping of classifications in Sub-Clause 9.5 herein, should an employee be able to show bona-fide qualifications (as pertaining to their classification) consistent with the requirements of their Parent Award transition procedures, e.g. Appendix S, "Award Restructuring in the Building and Construction Industry" of the National Building and Construction Industry Award 1990, the Employee shall be moved into the most appropriate group.

9.5.2 If it becomes evident during the construction of the Project that additional Classifications are required, the Parties to this Agreement shall consult each other pursuant to Sub-Clause 24.3 and if unable to reach agreement shall utilise the provisions of Clause 23, Disputes Procedure.

9.6 Apprentices

9.6.1 Apprentices employed on the Project will be covered by the Conditions of this Agreement and paid the following percentage of the Group A rate of pay plus the tool allowance:

1 st Year	-	42%
2 nd Year	-	55%
3 rd Year	-	75%
4 th Year	-	88%

9.6.2 Apprentices who attend a Technical College Course on a Rostered-Day-Off shall be granted an alternative day at a mutually agreed time which shall be prior to the next scheduled Rostered-Day-Off.

9.6.3 Wherever possible and if vacancies arise, Contractors or Sub-Contractors shall employ local Apprentices whose Apprenticeships have been interrupted beyond their control.

9.6.4 The Company is not bound to employ Apprentices pursuant to Sub-Clause 9.6.3 if by so doing, it would be required to displace existing Employees.

9.7 Tool Allowance

9.7.1 In addition to the Wage Rates provided in Sub-Clause 9.1, all Tradesmen shall be paid for all purposes, the Tool Allowance applicable to Carpenters under the National Building and Construction Industry Award (\$18.70), as varied from time to time.

9.7.2 The above Allowance shall not apply where the Employer provides Tools of Trade for the use of Employees.

9.7.3 Employees other than Tradesmen required to use "Tools of the Trade" in the performance of their everyday duties shall use tools supplied by their Employer.

9.8 Allowances

9.8.1 Leading Hand

Employees appointed as a leading hand by their Employer shall be paid the appropriate allowance as provided for from time to time in the Award applicable to their trade or occupation for the categories, "two to six" and "six to ten".

9.8.2 First Aid

An Employee holding First Aid Qualifications from St. John's Ambulance or a similar body and appointed to perform First Aid Duties shall be paid a daily allowance of \$1.65.

9.8.3 Registration/Licence Allowance

9.8.3.1. An Employee required to be registered or licensed by a Statutory Authority to enable the Employee to undertake normal work functions, shall be paid the weekly licence allowance prescribed in the relevant Award applicable to the Employees trade.

9.8.3.2. The Electrician's Licence payment as defined in the Electrical Contracting Industry (State) Award as varied from time to time shall apply to all Electricians who hold a N.S.W. Electrician's Licence.

9.8.4 Productivity Completion Payment

A Productivity Completion Payment of \$40.00 per week shall be set aside and paid into the Employee's ACIRT or Superannuation account (at the Employees discretion) every three (3) months which is in recognition of the efficiencies and productivity arising from the terms of this Agreement, subject to the following conditions:

9.8.4.1 There was no industrial action being taken during the week in breach of the disputes procedure.

9.8.4.2 The Employee was not absent without authorisation during the week.

9.8.4.3 The Employee worked the Project hours stipulated in Sub-Clause 15.2.

9.8.5 Award Increases

The allowances provided in Sub-Clauses 9.8.2 and 9.8.3.1 shall be increased by increases to the appropriate allowances in the relevant Award applicable to the Employees trade, as varied from time to time.

CLAUSE 10 INDUSTRY CONVENTION

10.1 Where a Contractor or Sub-Contractor is bound by a Registered Certified Agreement or an Enterprise Agreement which was registered before coming onto the Project and that Agreement provides for employment entitlements in excess of those stipulated in this Agreement, then such entitlements may be allowed by that Contractor or Sub-Contractor during the Project.

No Union or Employee will make any claim for additional Project entitlements based on the payment of such entitlements by that Contractor or Sub-Contractor.

10.2 The Parties to this Agreement agree that subject to Sub-Clause 10.1, no further payments in excess of this Agreement will be made or claimed.

10.3 A Party to this Agreement who claims an extra payment or pays an extra payment will be deemed to have breached the Terms of this Agreement and therefore their Contract.

CLAUSE 11 INDUCTION

11.1 The Contract Manager shall operate a Site Induction Program which shall be undertaken by all Personnel who seek to be admitted to the Project Site.

11.2 The Construction Manager shall retain the right to refuse admission to an Employee who refuses to undertake or fails to pass the Safety Induction.

11.3 Each Steward or Delegate upon request may be given a list of Employees relevant to that Union who have undertaken and passed the Safety Induction.

CLAUSE 12 PROTECTIVE CLOTHING

12.1 Each Employee engaged pursuant to Sub-Clause 8.2 shall, on successful completion of the Safety Induction, be supplied with a set of Protective Clothing, Safety Glasses and Footwear which shall be worn at all times that the Employee is on the Project.

12.2 An Employee who has been issued with approved protective clothing of a different colour and/or style on a previous work site shall be entitled to wear that clothing provided that, all new Protective Clothing issued during and for this Project by a Contractor or Sub-Contractor shall be that clothing specified in Sub-Clause 12.7

- 12.3 Upon completion of three (3) months service on Site, an Employee shall be supplied with a further set of Protective Clothing.
- 12.4 An Employee shall be refused entry to the Project if the Employee is not wearing Protective Clothing, Safety Glasses and Footwear upon attendance for work or during working hours and shall not be paid for the time that the Employee is absent from work.
- 12.5 Safety Clothing and Footwear shall be replaced on a "fair wear and tear basis", provided that they are produced if requested by the Employer.
- 12.6 Each Employee shall, if employed on Site between 1st May and 1st September, be issued with a Warm, Water Resistant Jacket. Electricians may elect to be supplied with a Woolen Jacket in lieu thereof. The above jackets will be navy blue in colour.
- 12.7 Protective Clothing shall be Australian made and consist of the following:
- 12.7.1 One Long Sleeve Sky Blue Shirt and One Pair of Long Navy Blue Trousers.
Or
One Long Sleeve Sky Blue Shirt and One Pair of Navy Blue Bib and Brace Overalls;
Or
One Pair of Navy Blue Combination Overalls.
- 12.7.2 One White Hard Hat (with wide brim), One Pair of Safety Glasses (Clear or polarised) and appropriate sun screen/insect repellent.
- 12.6.3 One pair of Steel Capped Safety Footwear to Australian Standards.
- 12.6.4 All Protective Clothing will be supplied by the Employee's Employer. An Employee will not be reimbursed or receive cash in lieu of a clothing issue.
- 12.8 An Employee who resigns or is terminated from employment within three (3) weeks of commencement shall reimburse the Employer or have deducted from the Employee's earnings, a proportion of the purchase cost of the Protective Clothing on the following basis:
- After one week 2/3rds of the Cost.
 - After two weeks 1/3rd of the Cost.
- 12.9 An Employee who is retrenched from the Project within three (3) weeks of commencement will not be required to reimburse the Employer for the Protective Clothing.

CLAUSE 13 ON-SITE REGISTER

- 13.1 The Contract Manager will require that all contracts with Contractors include the following Terms and Conditions:
- That all Sub-Contracts shall be in writing, and

- That this Agreement shall form part of the Conditions of Contract, and bind all Contractors and Sub-Contractors, and
- That Sub-Contractors will be required to meet all statutory, agreement and legal obligations for their Employees.
- That there shall be no “pyramid sub-contracting, all-in-payments, or cash-in-hand”.

In the event that the above conditions are not being adhered to by a Contractor or Sub-Contractor, the Union concerned will notify the Project Construction Manager immediately who will conduct an investigation. If it is found to be correct, the non-adherence will be rectified immediately and all statutory entitlements shall be paid.

13.2 The Project Construction Manager shall instruct each Contractor to keep on Site, a register containing information on every Employee engaged by them. Each Contractor shall supply a copy to the Project Construction Manager and appropriate Union Official. The Register shall contain the following:

13.2.1 From Employees:

Prior to seeking employment on Site, Employees must provide and certify as correct to their Employer, the following information:

- Name and Address of Employee.
- Classification and Certificate details.
- Union and Ticket Number (Where applicable)
- Superannuation Scheme Name and Employee Number.
- Long Service Leave number.
- D.I.R.E. ticket/permit numbers.
- Redundancy Trust Fund Name and Number.
- Declaration stemming from Clause 35.4.1 of this Agreement.
- CTAS Number.

Failure to comply with this Clause may result in an Employees application for employment not being approved.

13.2.2 From Contractors and Sub-Contractors:

Prior to commencing work on Site, Contractors and Sub-Contractors must certify as correct the following information to the Contract Manager:

- Registered Business Name and Address of Business and ACN Number
- Workers Compensation Policy Number, Underwriter and Current Certificate
- Public Liability Policy Number, Underwriter and Currency Certificate
- Superannuation Fund Name and Employer Number
- Long Service Leave Employer Number
- Redundancy Trust Name and Employer Number
- CTAS Number.

Failure to comply with this Clause will be deemed to be a breach of this Agreement and therefore a breach of Contract.

CLAUSE 14 INCLEMENT WEATHER

- 14.1 The inclement weather provision of the National Building and Construction Industry Award shall apply in respect of all Employees engaged under the provisions of this Agreement.
- 14.2 Where Employees engaged pursuant to Sub-Clause 8.2 feel that they are experiencing inclement weather conditions, they should approach their Site Management who shall consult with the Employees and inspect work areas. Site Management shall consult with the Project Construction Manager to ensure that the provisions and intent of this Clause are being applied in a consistent manner to the Project in total. Site Management will then decide whether the Employees should or should not cease work and return to their Site amenity huts or relocate to unaffected areas. No Site Management shall have the right to instruct their employees to cease work or leave the Site without the permission of the Project Construction Manager.

CLAUSE 15 HOURS OF WORK

- 15.1 The ordinary hours of work on the Project shall average thirty-eight (38) hours per week within a span of 6a.m. to 6p.m., with the daily spread of hours to be determined by the Project Construction Manager.
- 15.2 The anticipated project hours that Employees are expected to work are as follows:

Monday	0700	1700
Tuesday	0700	1700
Wednesday	0700	1700
Thursday	0700	1700
Friday	0700	1700
Saturday	0700	1300

- 15.3 All hours worked in excess of eight (8) hours per day (Monday to Friday) shall be paid at the rate of time-and-one-half for the first two (2) hours and thereafter at double the ordinary rate.
- 15.4 Overtime worked on Saturday shall be paid at the rate of time-and-one-half for the first two (2) hours and thereafter at double the ordinary rate, provided that all work after twelve (12) noon shall be paid for at double the ordinary rate.
- 15.5 Overtime worked on Sunday shall be paid for at double the ordinary rate.
- 15.6 An Employee required to work overtime on Saturday or Sunday shall be paid for a minimum of four (4) hours at the appropriate rate.
- 15.7 Overtime in excess of the project hours shall be based upon specific work requirements and the practice of "one-in-all-in" shall not apply.

15.8 Shift Work:

15.8.1 When it is necessary that work is performed in shifts, the following conditions shall apply:

15.8.1.1 For the purpose of this Sub-Clause "Afternoon Shift" means a shift finishing after 6.00pm and at/or before 11.00pm "Night Shift" means a shift finishing after 11.00pm and at/or before 7.00am.

15.8.1.2 Other than work on a Saturday, Sunday or holiday, the rate of pay for afternoon or night shift shall be time-and-a-half, provided that the Employee is employed continuously for five (5) shifts Monday to Friday in any week. The observance of a holiday in any week shall not be regarded as a break in continuity for the purpose of this Sub-Clause.

15.8.1.3. An Employee who is employed for less than five (5) consecutive shifts Monday to Friday shall be paid for each shift worked at the rate of time-and-a-half for the first two (2) hours and double time thereafter

15.8.1.4 (a) The ordinary hours of afternoon or night shifts shall be eight (8) hours per shift inclusive of a meal break of 30 minutes.

(b) Where shift work comprises three (3) continuous and consecutive shifts of eight (8) hours per day, a crib time of 20 minutes duration shall be allowed without deduction of pay in each shift. Such crib time shall be in lieu of any other rest period provided in this Agreement.

(c) For the purpose of this Clause an Employee shall not be required to work for more than five (5) hours without a meal break.

15.8.1.5 Employees on shift work shall accrue 25.26 minutes for each eight (8) hour shift worked to allow one complete shift to be taken off as a paid shift every 20 shift cycle. This 20th shift shall be paid for at the appropriate shift rate as prescribed by this Clause. Paid leave taken during any cycle of four weeks and Agreement holidays as prescribed by Clause 20, Agreement Holidays shall be regarded as shifts worked for accrual purposes. Except as provided above, Employees not working a complete four-week cycle shall be paid accrued pro-rata entitlements for each shift worked on the programmed shift off, or in the case of termination of employment, on termination.

- 15.8.1.6 An Employee shall be given at least 48 hours notice of a requirement to work shift work..
- 15.8.1.7 The hours of shift workers when fixed shall not be altered except for breakdowns or other causes beyond the control of the Employer, provided that notice of any alteration shall be given to the Employee not later than the ceasing time of the previous shift.
- 15.8.1.8 Employees rostered for shift work on a Saturday or a Sunday shall be paid pursuant to Sub-Clauses 15.4, 15.5 and 15.6.
- 15.8.1.9 An Employee rostered to work on an Agreement Holiday shall be paid pursuant to Sub-Clauses 15.5 and 15.6.
- 15.8.1.10 Work in excess of an Employee's ordinary shift hours shall be paid for at double the Employee's ordinary rate.

15.8.2 Weekend And Holiday

- 15.8.2.1 Where shifts commence between 11.00pm and midnight on a Sunday or Holiday, the time so worked before midnight shall not entitle the Employee to the Sunday or Holiday Rate; provided that the time worked by an Employee on a shift commencing before midnight on the day preceding a Sunday or Holiday and extending into a Sunday or Holiday shall be regarded as time worked on such Sunday or Holiday.
- 15.8.2.2 Where shifts fall partly on a Holiday, that shift, the major portion of which falls on a Holiday shall be regarded as the Holiday shift. Provided that, an ordinary night shift commencing before and extending beyond midnight Friday shall be regarded as a Friday shift.

15.9 Refreshment Breaks

- 15.9.1 The daily schedule of work hours Monday to Friday inclusive shall be split into three parts to allow for two (2) refreshment breaks so that the work hours are structured as follows unless varied by the Project Construction Manager to meet the logistics of the Project;

Start:	0700
First Break:	1015 -1035 →(paid)
Second Break:	1400 -1430→(unpaid)
Finish:	1700

- 15.9.2 The schedule of work hours Saturday shall be structured as follows;

Start:	0700
First Break:	0930-0950→(paid)
Finish:	1300



15.10 Rostered Day Off (RDO)

15.10.1 The Project Construction Manager, Employer and Employees shall agree upon arrangements for rostered paid days off during the 20 day cycle or for accumulation of up to five (5) accrued days to be taken at or before the end of the particular contract. When taken, the days shall be regarded as days worked for accrual purposes in the particular 20 day cycle. Once the days have been rostered, they shall be taken as paid days off and shall not be changed unless by agreement between the Project Construction Manager, the Employer and Employees.

15.10.2 The number of days accrued by an Employee shall be shown on the Employees weekly pay advice and a schedule of Employees and their accumulated days shall be supplied to any relevant Union Official at three (3) monthly intervals.

15.10.3 This provision shall not however, prohibit an employee from working on his rostered days off where this is required by an employer for emergency reasons. In such cases, the employee shall be paid for time worked pursuant to sub-clause 15.3 and any accrued entitlements accumulated by the employee shall be preserved and shall not be paid in lieu of time off. Each Contractor and Sub-Contractor shall be supplied with a published list of RDO's.

CLAUSE 16 MEAL ALLOWANCE

A meal allowance shall be paid to an Employee required to work overtime consistent with the Award provisions of the relevant Federal or State Award applicable to the Employees trade.

CLAUSE 17 CARERS LEAVE

17.1 An Employee other than a Casual who is absent from work due to sickness, personal injury, a bereavement or for family reasons shall be entitled to paid Carers Leave subject to the following conditions;

Sick Leave

17.1.1 Within 24 hours of the commencement of the absence, the Employee shall inform the Employer of the Employee's inability to attend for work, and as far as practicable, state the nature of the illness or injury and the estimated duration of the absence.

17.1.2 The Employee shall prove to the satisfaction of the Employer (or in the event of a dispute, the Project Construction Manager) that the Employee was unable on account of illness or injury to attend for work on the day or days for which sick leave is claimed.

17.1.3 An Employee during the first year of employment shall accumulate sick leave entitlement at the rate of 0.833 of a day at the beginning of each calendar month of employment.

- 17.1.4 After each completed twelve (12) months of continuous employment, an Employee shall be credited with a further ten (10) days sick leave entitlement.
- 17.1.5 An Employee claiming paid sick leave of one days duration shall not be paid for the sick leave unless supported by a Certificate from a Registered Medical Practitioner, if the Employee has within the past twelve months been paid for a single days absence without a medical certificate on two or more occasions.
- 17.1.6 Absences from work of two (2) or more days duration shall be supported by a Certificate from a Registered Medical Practitioner.
- 17.1.7 An Employer may agree to accept from the Employee a Statutory Declaration in lieu of a Medical Certificate stating that the Employee was unable to attend for duty on account of personal illness or injury.
- 17.1.8 Nothing in Sub-Clause 17.1.7 shall limit the Employer's rights under Sub-Clause 17.1.2.
- 17.1.9 Sick Leave accumulated by the Employee under the Provisions of Sub-Clauses 17.1.3 and 17.1.4 shall if unused, carry over from one year to the next.

17.2 Bereavement Leave

Upon the Death within Australia of a wife, husband, partner, father, mother, grandfather, grandmother, brother, sister, child, step-child or foster child, an Employee shall be entitled to leave up to and including the day of the funeral without deduction of pay for a period not exceeding two (2) working days.

For the purposes of this Sub-Clause the words "wife" and "husband" shall include a Employees de-facto "wife" or "husband".

17.3 Family Leave

An Employee with accumulated sick leave may, in the event of the illness of the Employee's spouse or child(ren), claim paid sick leave for the time spent during the ordinary hours of work caring for the spouse or child(ren) provided that the Employee produces from a registered medical practitioner a certificate specifying that the illness was such, that the Employee was required to care for the spouse or child(ren). Nothing in this Sub-Clause shall prevent an Employee from requesting Leave as provided for in the State Personal/Carer's Leave Case of August 1996 which is appended as Appendix A.

CLAUSE 18 PARENTAL LEAVE

18.1 Definitions

Parental leave encompasses maternity, paternity, adoption and foster child leave. It is available to Employees to enable them to incorporate sufficient flexibility into their work arrangements to accommodate their parental responsibilities.

18.2 Eligibility

All permanent Employees are eligible for parental leave provided that the Employee has had at least twelve (12) months continuous employment prior to the commencement of their leave.

18.3 Payment

All parental leave shall be unpaid.

18.4 Maternity Leave

Maternity leave is available to an Employee for a minimum unbroken period of at least six (6) weeks, to a maximum unbroken period of fifty-two (52) weeks. This includes a period of six (6) weeks compulsory leave to be taken immediately following confinement. Entitlement to maternity leave ceases on the child's first birthday.

18.5 Paternity Leave

Paternity leave is available to an Employee for a period of up to one week at the time of confinement of their spouse. An additional unbroken period of up to fifty-one (51) weeks shall be available to enable them to become the primary caregiver of the newborn child. Entitlement to paternity leave ceases on the child's first birthday.

18.6 Adoption Leave

Adoption leave is available to an Employee who is the primary care giver of a newly adopted child. A maximum unbroken period of fifty-two (52) weeks is available from the time of the child's placement. Entitlement to adoption leave ceases twelve (12) months after the child's placement.

An Employee seeking to adopt should inform their Supervisor once they have been placed on the adoption register. It is recognised that the actual adoption may take place at short notice.

18.7 Foster Child Leave

Foster child leave is available to an Employee who is the primary care giver for a newly placed foster child. The duration of the leave is at the discretion of the Employer.

An Employee seeking to foster a child should inform the Supervisor once they have been placed on the foster child register. It is recognised that placement of foster children may take place at short notice.

18.8 Concurrency of Leave

Where both parents are Employees, Parental Leave shall not be taken concurrently except at the time of confinement, when one week of concurrent Paternity and Maternity leave may be taken.

18.9 Return to Employment

The Employee, upon expiration of their leave shall return to a position at the same classification they held before commencing leave.

Attempts shall be made to return the Employee to their original position and crew but no guarantees can be made in this regard.

18.10 Application of Act

The Parental Leave provided for in this Clause shall be applied consistent with Part 4 of the Industrial Relations Act 1996 (NSW).

CLAUSE 19 ANNUAL LEAVE

- 19.1 Annual Leave shall be provided to Employees pursuant to the provisions of the Annual Holidays Act (New South Wales) 1944 and its amendments.
- 19.2 An Employee shall at the Anniversary of their Employment be granted paid Annual Leave of four weeks or 152 hours per annum at the Employees ordinary weekly or hourly rate of pay.
- 19.3 An Employee required to work shift work shall be entitled to a further week or thirty-eight (38) hours of Annual Leave provided that the Employee has worked on shift continuously for a twelve (12) month period.
- 19.4 An Employee who has worked shift work for only part of the year shall be granted the extra leave on a pro-rata basis.
- 19.5 An Employee who is terminated without completing twelve (12) months service shall be paid an amount of 2.92 hours for each completed week of service on the Project.
- 19.6 A shift work Employee who terminates employment and is entitled to payment of Annual Leave provided in Sub-Clause 19.5 shall be paid an additional amount of 0.73 hours for each completed week on shift in lieu of the shift leave provided in Sub-Clause 19.3.
- 19.7 An Employee who is granted Annual Leave and receives payment subsequent to being transferred from the Construction Site to another work location, is entitled to receive the benefits of this Agreement in respect to the Employee's service on the Project.

CLAUSE 20 ANNUAL LEAVE LOADING

In addition to allowances prescribed by this Agreement, an Employee shall receive an additional loading of seventeen-and-one-half (17½%) of the Employees ordinary rate prescribed by this Agreement during Annual Leave taken Pursuant to Sub-Clauses 19.2, 19.3 and 19.4. The loading prescribed above shall also apply additional to the payment provided in Sub-Clause 19.5 and 19.6.

CLAUSE 21 LONG SERVICE LEAVE

- 21.1 In respect of the Building and Construction Industry Long Service Leave Payments Act the Contract Manager shall ensure any contracts with Contractors includes the following provisions:

- 21.1.1 At the time of entering into a Contractor Sub-Contract, the Contractor shall obtain evidence from the Long Service Leave Payment Corporation to confirm the Contractors Registration, and present this as evidence to the Contract Manager before commencement of the Contract.
- 21.1.2 At the time of receiving the final contract payments, Contractors and Sub-Contractors will be required to certify to the Contract Manager that they have fully complied with all of their Obligations under the said Act.
- 21.1.3 An Accredited Official of a Union shall be entitled to inspect Company records to ensure that the provisions of the Act are being complied with after giving two (2) working days written notice to the Employer concerned.
- 21.1.4 Upon termination, an Employer shall include the Long Service Leave Certificate of Service in every Employees final pay envelope, or not later than 30 days after termination. That Certificate must be correctly issued with all details and a correct copy sent to the Long Service Leave Corporation.

The Employer must ensure that the Employee's Long Service Number is recorded and issued on every Certificate. All Employees employed as at 30th June each financial year must receive a Certificate for that preceding period within 30 days thereafter.

CLAUSE 22 AGREEMENT HOLIDAYS

22.1 An Employee, other than a Casual Employee shall be entitled to the following holidays without deduction of pay, provided however, that if any other day is gazetted by State Parliament in substitution for any of the listed holidays, the substituted day shall be observed.

- New Year's Day
- Australia Day
- Good Friday
- Easter Monday
- ANZAC Day
- Queen's Birthday
- Labour Day
- Christmas Day
- Boxing Day
- Picnic Day – 1st Monday in December
- Newcastle Show day.

22.2 An Employee required to work on an Agreement Holiday shall be paid for the time worked at one-and-one-half times the Employees ordinary rate in addition to payment for the Agreement Holiday. An Employee who normally works on Saturdays at ordinary rates of pay shall be paid for Easter Saturday at ordinary rates if the Employee is not required to work and not otherwise.

22.3 Provided that:

22.3.1 An Employer who terminates the employment of an Employee except for reasons of misconduct or incompetence (proof of which shall lie upon the Employer) shall pay the Employee ordinary wages for each Agreement

holiday which falls within ten (10) consecutive days after the day of termination.

- 22.3.2 Where any two or more of the Agreement holidays prescribed in Sub-Clause 22.1 occur within a seven (7) day span, the Agreement holidays shall be taken. If the first day of the group of Agreement holidays falls within 10 consecutive days after termination, the whole group shall be deemed to fall within the ten (10) consecutive days. Christmas Day, Boxing Day and New Year's Day shall be regarded as a group.
- 22.3.3 No Employee shall be entitled to receive payment from more than one Employer in respect of the same Agreement Holidays or group of holidays.
- 22.3.4 An Employee who has worked the working day immediately prior to and the working day immediately after such an Agreement holiday or is absent with the permission of his Employer or is absent with reasonable cause, shall be entitled to payment for the Agreement Holiday. An absence arising by termination of employment shall not be reasonable cause.
- 22.4 All Employees shall be given and as far as practicable shall take Picnic Day, and shall be paid eight (8) hours pay as prescribed in Sub-Clause 9.1 of this Agreement.
- 22.4.1 An Employer shall require an Employee to produce documentary evidence of his attendance at the picnic and the production of a picnic butt issued for the picnic, shall be sufficient evidence of attendance. Where this evidence is requested by the Employer, payment need not be made unless the evidence is produced.
- 22.5 All work performed on any of the Agreement Holidays prescribed in this Clause or substituted in lieu thereof, shall be paid for at the rate of double time and a half (i.e. 2½ times).
- 22.6 An Employee required to work on an Agreement Holiday shall be given at least four hours work or paid for four hours at the appropriate rate.

CLAUSE 23 DISPUTE PROCEDURES

- 23.1 Disputes arising between the Contract Manager, Contractors or Sub-Contractors and their Employees on the Project in relation to the operation of this Agreement shall be settled in accordance with the procedure set out below:
- 23.1.1 Where an Employee has submitted a request concerning any matter directly connected with employment to a Supervisor or the Employee's Manager and that request has been refused, the Employee may ask the Job Delegate to submit the matter to the Employee's Manager and the matter shall be submitted.
- The Employer shall reply promptly.
- 23.1.2 If not settled at this stage, the matter shall be formally submitted by a State Official of the Union to the Employer.

- 23.1.3 If not settled at this stage, the matter shall be discussed between representatives of the Union, the Employee's Manager and the Project Construction Manager, who may be accompanied or represented by the Project Industrial Relations Adviser.
- 23.1.4 If the dispute is not resolved, the N.S.W. Labor Council shall be advised to enable it to assist in the resolution of the dispute.
- 23.1.5 Where the Parties fail to resolve the dispute in accordance with Sub-Clause 23.1.4 above, notification shall be made to the Commission pursuant to the Industrial Relations Act 1996 (NSW), for the express purpose of ensuring all avenues of Conciliation are fully explored.
- 23.1.6 If the Parties fail to resolve the dispute in accordance with Sub-Clause 23.1.5 above, they may, by agreement, request the Commission to assist in resolving the matter by Arbitration pursuant to the Industrial Relations Act 1996 (NSW).
- 24.1.7 Where the procedures from Sub-Clauses 23.1.1 to 23.1.6 are being followed or where it is agreed to proceed to Arbitration, work shall continue normally.

No party shall be prejudiced as to final settlement by the continuance of work in accordance with this Sub-Clause.

CLAUSE 24 GENERAL

- 24.1 Notwithstanding the terms of this Agreement, Contractors and Sub-Contractors will endeavour where possible to recruit and employ local labour for their site work needs. The Project Construction Manager shall be responsible for ensuring that all Contractors and Sub-Contractors fulfil their obligations and meet the entitlements of their Employees.
A Contractor or Sub-Contractor is not bound to employ local labour if by so doing, they would be required to displace existing employees
- 24.2 All Contractors and Sub-Contractors shall supply a Declaration that they shall abide by the provisions of this Agreement.
- 24.3 The Project Construction Manager and Industrial Relations Advisor will hold a monthly meeting with Union Officials and a Delegate from each Union to discuss and resolve issues affecting the Project and its workforce. Minutes of these meetings will be circulated to all Employees.
- 24.4 It shall be a breach of this Agreement for Employees to interrupt or take industrial action during any critical activity. Should any dispute for any reason occur during a critical activity, the Parties to this Agreement will strictly adhere to Clause 23, Dispute Procedures, and guarantee that the critical activity will continue until completed.

CLAUSE 25 UNION MEMBERSHIP

- 25.1 To the extent that the appropriate Legislation permits, Contractors and Sub-Contractors shall give favourable consideration to the employment of financial members of the appropriate Unions, respondent to this Agreement.
- 25.2 Union membership shall not in any way limit the operation of Sub-Clause 13.2.1 of the Agreement with respect to the duties of an Employee.
- 25.3 Where authorised by an Employee in writing, the Employer will assist with deduction of Union Fees and arrears payable to the Union.

CLAUSE 26 SUPERANNUATION

- 26.1 Employees of Contractors and Sub-Contractors covered by this Agreement shall be entitled to a Superannuation Contribution of \$45.00 per week and shall be covered by an appropriate construction superannuation scheme such as C+BUS or NESS, or other approved Superannuation Scheme. This amount shall be increased by \$5.00 on 1st October 1998 and by \$5.00 on 1st October 1999.
- 26.2 Construction work performed under this Agreement shall be under the definition of construction work contained in the Trust Deed or Deed of Adherence of the appropriate Superannuation Scheme.

CLAUSE 27 MEETINGS OF EMPLOYEES TO DISCUSS UNION/SITE MATTERS

- 27.1 Up to one hour per month may be allowed to Employees during ordinary working time to discuss Union/Site matters. This meeting shall commence prior to the normal lunch break on a day to be agreed between the Project Construction Manager and Unions on the Site.
- 27.2 Such a meeting shall only proceed where any Union party to this Agreement, with members on Site, notifies the Contractor/s of its intention to convene a meeting at least two (2) days prior to the accepted date.
- 27.3 Any time lost during ordinary working hours by attendance at unauthorised meetings shall not be paid for and shall be deducted against the one-hour allowance.

CLAUSE 28 AMENITIES

- 28.1 Amenities as prescribed in the relevant Construction Industry Awards and/or State Legislation are to be provided. They shall consist of but not be limited to the following:
- A fully lined pre-fabricated crib room,
 - Adequate lighting
 - Vermin proof cupboards
 - Running water, centrally located
 - Tables and chairs
 - Refridgerator and pie warmer

- 28.2 All lunch sheds shall contain reverse cycle air conditioning, fly screens and shall be kept clean.
- 28.3 The Construction Manager shall ensure that amenities provided by Contractors and Sub-Contractors comply with Sub-Clauses 28.1 and 28.2 above.

CLAUSE 29 WORKERS COMPENSATION

- 29.1 The Contract Manager shall instruct all Contractors and Sub-Contractors that it is a Condition of their Contract that all Employees engaged on the Project are covered by New South Wales Workers' Compensation Insurance and are aware of their responsibilities under the current Legislation.
- 29.2 The Contract Manager shall instruct all Contractors that it is a Condition of their Contract that they recognise and comply with the following Workers Compensation Agreement for the expedited payment of Compensation:
- 29.2.1 All Employees covered under this Agreement shall report injuries and comply with claims requirements at the earliest possible date after injury.
- 29.2.2 In cases where the person is not in a position to comply with Sub-Clause 29.2.1. the relevant Union may assist him in fulfilling claim requirements.
- 29.3 If the Employer and the Insurer are satisfied that an injury sustained by an Employee is compensatable, the Employer will use its best endeavours to have Workers' Compensation payments paid on normal pay days where practicable, provided written information required has been received from the Employee and his/her representative.
- 29.4 When a claim is disputed, each case will be examined on its merits and the Employee advised not later than two (2) weeks following the date of written notification by the Employee (or his/her representative) of the accident whether or not liability is denied.
- 29.5 The Project Construction Manager must be notified of all accidents on Site immediately. A Site Accident Book shall be kept by each Contractor.
All Contractors and Sub-Contractors must ensure all injuries are reported in both the Employer's accident book and the Site Accident Book.

CLAUSE 30 TOP UP ACCIDENT COVER

In addition to the benefits provided by Clause 29 of this Agreement, the Contract Manager, Contractor or Sub-Contractor shall provide 24 hour, seven day a week Accident Insurance (to the equivalent standard of the CTAS scheme) for all their Employees who are employed on the Redbank Construction Project.

CLAUSE 31 DEATH & PERMANENT DISABILITY INSURANCE

- 31.1. Contractors and Sub-Contractors shall effect and maintain a 24 hour Death or Permanent Disability Insurance Cover of \$50,000 on all Employees who are engaged on the Project who are not already covered by the available recognised Industry Schemes, e.g. C+BUSS, NESS, or other Union approved Construction Superannuation Schemes.

- 31.2 Where this cover exists through an approved Construction Superannuation Scheme in accordance with Clause 26 of this Agreement, the relevant Employer shall use its best endeavours to have payment made to the Employee within fourteen (14) days of the production of the appropriate documentation.
- 31.3 Where this cover is extended by Sub-Clause 31.1 above, the relevant Employer shall use its best endeavour to have payment made to the Employee within fourteen (14) days of the production of the appropriate documentation.

CLAUSE 32 TERMINATION PAY

In lieu of Award Termination and/or Redundancy payments otherwise payable, Contractors and Sub-Contractors shall contribute into ACIRT or an approved Occupational Redundancy Fund, an amount of \$45.00 per week per Employee, in respect of each completed week of employment at the Construction Site. They shall complete a Deed of Adherence which shall apply for the duration of the Contract in respect of Employees whilst they are engaged at the Construction Site. This amount shall be increased by \$5.00 per week on 1st October 1998 and by \$5.00 on 1st October 1999.

CLAUSE 33 JOB DELEGATES

- 33.1 It is recognised by Contractors and Sub-Contractors that Job Delegates have an essential and important role on Site in representing their Union and its Members. It is fundamental to this Agreement that the Parties will not permit discrimination against Job Delegates in any part of the contract of employment.
- 33.2 As part of this recognition, Job Delegates shall advise their Employer at all times when they leave the work area on official union business applicable to the Employer's workforce and the likely duration of the absence.
- 33.3 Job Delegates do not have the right to represent Employee's of another Employer unless approved by the Project Construction Manager. At their Employers discretion, Job Delegates may be permitted use of a telephone in a private area for Union business related to the Project.
- 33.4 Job delegates will be allowed paid time to attend delegate training which will be provided by an accredited trainer approved by the Labor Council. The amount of paid time off will by agreement between the Labor Council and the Project Industrial Relation Adviser taking into account the requirements of the project.

CLAUSE 34 CARAVAN ALLOWANCE

- 34.1 Employees shall receive a Caravan Allowance in accordance with Clause 35 of the Plant Operators on Construction (State) Award as varied as follows::
- 34.2 This Clause shall apply to an Employee who resides in a Caravan (either owned or rented) for the purpose of following their employment from Site to Site providing that:
- 34.2.1 The Employee has been directed by their Employer to reside in the Caravan in order to work at the Employer's site; or

- 34.2.2 The Employee resides in the Caravan because it is impracticable to travel to and from the Employer's site and the Employee's permanent place of residence.
- 34.3 An Employee referred to in Sub-Clause 34.1 of this Clause shall be paid a weekly allowance of \$123.50. This allowance shall take account of all expenses incurred by the Employee in connection with the occupation of the caravan, and shall not be wages for the purpose of his Agreement.
- 34.4 The allowance payable pursuant to Sub-Clause 34.2 of this Clause, shall be in substitution for additional payments provided to Employees for travel to and from the Project; provided that, the Employee shall not be entitled to the allowance prescribed in Sub-Clause 34.2 of this Clause for any working day in which the Employee is absent from duty except in cases of sickness or for any reason beyond the Employee's control.
- 34.5 This Clause will not apply to Casual Employees or any Employee whose Employer is paying an allowance for the use of the Employee's caravan.

CLAUSE 35 LIVING AWAY – DISTANT WORK

35.1 Entitlement

- 35.1.1 The Employer, at its discretion, shall provide a distant Employee employed pursuant to Sub-Clause 8.2 with reasonable board and lodging at no cost to the Employee or pay the living away from home allowance provided for in the relevant award appropriate to the Employees trade, when the distance from the Employee's usual place of residence is such that the Employee cannot reasonably return home each night.

35.2 Procedure

- 35.2.1 The Employer shall advise applicants for employment of their entitlement under this Clause at the time of the interview.
- 35.2.2 The Employer shall determine whether the Employee is correctly defined as a "distant employee", or "local employee". The appropriate definition shall be shown on the Employer's records when the Employee completes the Travel and/or Living Away from Home Declaration (Appendix B) made at the pre-employment interview.
- 35.2.3 An Employer shall not under any circumstances attempt to persuade or induce applicants for employment to provide a local address as the usual place of residence in an effort to avoid the Employer's obligations under this Clause.

35.3 Excess Fares and Travel

- 35.3.1 An Employee who resides more than 50km from the site and who travels more than 50Km by road each way to and from the site each day shall be entitled to a minimum travel time payment of half an hour each day at ordinary rates. If the actual travelling time beyond the 50km is in excess of a half hour each day, the actual time travelled shall be paid at ordinary rates in increments of 0.25 hours to a maximum payment of two hours.

35.3.2 An Employee who is required to travel for more than two hours per day in excess of the 50 km each way shall be provided with accomodation or payment pursuant to sub-clause 35.1.1.

Provided that:

If the Employee uses a private vechile to travel to and from the site, the Employee shall be entitled to 35¢/km for each km traveled in excess of 50km. This payment shall not be made if the Employer provides or offers to provide transport to and from the site each day

35.4 Definitions

35.4.1 "Distant Worker" means an Employee who has provided a Statutory Declaration that due to engagement on the Construction Project, it is unreasonable for the Employee to return home each night.

35.4.2 "Local Worker" means an Employee whose usual place of residence is within the local area, and where Sub-Clauses 34.2, 34.2.1, and, 34.2.2 above do not apply.

35.5 "Usual Place of Residence"

35.5.1 The Employer shall obtain, and the Applicant for Employment shall provide at the time of engagement, documentary evidence of the Applicant's usual place of residence. A current motor vehicle driver's licence may be provided and accepted in lieu of the statement in writing.

35.5.2 The Employee's usual place of residence and not the place of employment shall determine the applicability of this Clause.

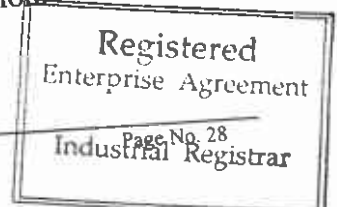
35.5.3 An Employee shall notify the Employer in writing of any subsequent change to their usual place of residence. No subsequent change to an Employee's usual place of residence shall entitle an Employee to the provisions of this Clause, unless the Employer agrees.

35.5.4 Reasonable Board and Lodging" means lodging in a well kept establishment with three adequate meals per day, adequate furnishings, good lighting and heating, hot and cold running water, in a single or twin room if a single room is unavailable.

CLAUSE 36 SAFETY & FIRST AID

36.1 The Occupational Health and Safety Act 1983 will be the means by which safety matters will be handled on this project.

36.2 It is accepted by the Parties to this Agreement that the procedures of the Building Industry Job Safety Code shall be the procedures by which safety matters are handled, and whilst these are being followed, there shall be no stoppage of work in respect of the matter being considered, except in the area under consideration.



- 36.3 A Safety Committee may be formed and operate in accordance with the provisions of the Occupational Health and Safety Act 1983 and its Regulations.
- 36.4 Frequency of Site Safety Inspections and other pertinent safety matters will be determined by consultation with the Project Construction Manager and Safety Officer.
- 36.5 An Employee holding the appropriate First Aid qualification shall be in attendance at any time other Employees are working on Site, in accordance with the Occupational Health and Safety Act (First Aid Regulations).
- 36.6 In addition, First Aid boxes shall be provided as required in accordance with the Occupational Health and Safety Act, 1983 on each building construction location.
- 36.7 Communication links shall be provided for each of the First Aid stations on the Site. These communication links are to be provided and maintained by the Contractor.
- 36.8 A list of qualified First Aiders will be prominently displayed in crib rooms and office facilities and other locations deemed necessary by the Project Construction Manager.
- 36.9 The parties to this agreement recognise that substance abuse by an individual performing work can have an adverse effect upon one's ability to perform and can expose the individual, fellow worker, the public and the Company to risk. In order to minimise this exposure, the Company and Labor Council will work towards the creation of a policy that will assist with the elimination of substance abuse on the project, should it arise.

CLAUSE 37 TEMPORARY SUPPLY OF POWER

- 37.1 The special conditions regarding the temporary supply of power, as laid down by the local Electricity Supply Authority shall be strictly observed on these projects.
- 37.2 Construction Safety Act Regulation 133B shall apply.

CLAUSE 38 PLANT AND EQUIPMENT

- 38.1 All mobile plant and equipment shall, prior to commencement of work on Site, be certified and have a Certificate of Currency as complying with Construction Safety Regulations.
- 38.2 Every part of the structure, working gear and anchoring and fixing of every crane, hoist and scaffolding winch and of all other hoisting machines, ropes and slings whether metal or non metal, and gear shall, as far as practicable, be examined in position by a competent person.:
- 38.2.1. At least once in every month; or
- 38.2.2 At such more frequent intervals as necessary to ensure that the hoisting machine or gear is in safe working order (Construction Safety Act Regulation 122 [16]).



- 38.3 A competent person shall inspect all chain, ropes and other gear used for hoisting or lowering or as a means of suspension:
 - 38.3.1 At least once every month; or
 - 38.3.2 At such more frequent intervals as necessary to ensure that the hoisting machine or gear is in safe working order (Construction Safety Act Regulation 122) [17].
- 38.4 Scaffolding – A competent person shall inspect scaffolding:
 - 38.4.1 At least once every month; or
 - 38.4.2 At such more frequent intervals as are necessary to ensure that the scaffolding is safe. (Construction Safety Act Regulations 86 [14]).
- 38.5 A report signed and dated by the competent person referred to in Sub-Clauses 38.2, 38.3 and 38.4 above shall be lodged with the Project Construction Manager immediately following the inspection at intervals of not less than one calendar month. Should the written reports not be submitted in accordance with this Clause there shall be no cessation of work. The Project Construction Manager shall take all appropriate steps to ensure that the report is obtained or another inspection undertaken within two working days of the expiration of the previous certificate.
- 38.6 All hire cranes required on Site, shall come from a recognised crane yard.
- 38.7 Both crane driver and dogman shall be appropriately qualified.
- 38.8 When engaging the most appropriate plant, preference will be given to plant fitted with modern cabins and reverse cycle air conditioning and fitted with roll over protection.
- 38.9 The inspection, testing and tagging of electrical plant including the “trip testing” and calibration of current core balance earth leakage devices (also known as current devices) will be carried out in accordance with the “Code of Practice: Electrical Practices for Construction Work”. All work of this nature shall be performed by an Electrical Tradesperson who holds a Qualified Supervisors Certificate/Electrician as defined under the Building Services Corporation Act 1989.

CLAUSE 39 VISITING UNION OFFICIALS

Visiting accredited Union Officials shall contact the Project Construction Manager or his representative to request right of entry prior to going on Site. Union Officials shall undertake the normal Project Safety Induction at the start of the Project. Union Officials shall not be admitted to the Project unless they have successfully undertaken the Project Safety Induction.

CLAUSE 40 LIMITATION

Neither this Agreement nor any part thereof shall be used by the Unions, Contractors or Sub-Contractors as evidence or example before any Industrial Tribunal or Proceedings not directly concerned with work covered under this Agreement.



SIGNED ON BEHALF OF:

Metal Trades Industry Association (MTIA)

R. Balana

Dated: 10 DEC 97

Witnessed By:

M. Brady

Dated: _____

Labor Council of New South Wales

~~_____~~
Dated: 17-11-97

Witnessed By:

J. Davis

Dated: _____

Australian Workers Union (AWU)

J. Hunter

Dated: 18-11-97

Witnessed By:

R. Wita

Dated: 18-11-97

Australian Manufacturing Workers Union (AMWU)

Paul West

Dated: 24 NOV 97

Witnessed By:

G. Manahs

Dated: 24.11.97

The New South Wales Plumbers & Gasfitters Employees Union

P. M. Jarby

Dated: 5.12.97

Witnessed By:

P. Hardley

Dated: 5.12.97

Electrical Trades Union of Australia, New South Wales Branch

~~_____~~

Dated: 1.12.97

Witnessed By:

J. Brown

Dated: 1.12.97

Construction, Forestry, Mining & Energy Union

Alan Payne

Dated: 1/12/97

Witnessed By:

The Transport Workers Of Australia (TWU)

Steve Buelchins

Dated: _____

Witnessed By:

PERSONAL/CARER'S LEAVE

Registered
Enterprise Agreement
Industrial Registrar

1. USE OF SICK LEAVE

- (A) An Employee, other than a Casual Employee, with responsibilities in relation to a class of person set out in sub-paragraph (ii) of paragraph (c), who needs the Employee's care and support, shall be entitled to use, in accordance with this Sub-Clause, any current or accrued sick leave entitlement, provided for in Clause 17, Sick Leave, for absences to provide care and support, for such persons when they are ill. Such leave may be taken for part of a single day.
- (B) The Employee shall, if required, establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person. In normal circumstances, an Employee must not take Carer's Leave under this Sub-Clause where another person has taken leave to care for the same person.
- (C) The entitlement to use sick leave in accordance with this Sub-Clause is subject to:
 - (i) the Employee being responsible for the care of the person concerned; and
 - (ii) the person concerned being:
 - (a) a spouse of the Employee; or
 - (b) a de factor spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
 - (c) a child or an adult child (including an adopted child, a step child, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the Employee or spouse or de facto spouse of the Employee; or
 - (d) a same sex partner who lives with the Employee as the de facto partner of that Employee on a bona fide domestic basis;
 - (e) a relative of the Employee who is a member of the same household, where for the purposes of this sub-paragraph:



1. "relative" means a person related by blood, marriage of affinity;
2. "affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and
3. "household" means a family group living in the same domestic dwelling.

(D) An Employee shall, wherever practicable, give the Employer notice prior to the absence of the intention to take leave, the name of the person requiring care and that person's relationship to the Employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the Employee to give prior notice of absence, the Employee shall notify the Employer by telephone of such absence at the first opportunity on the day of absence.

2. UNPAID LEAVE FOR FAMILY PURPOSE

(A) An Employee may elect, with the consent of the Employer, to take unpaid leave for the purpose of providing care and support to a member of a class of person set out in Subparagraph (ii) (c) of Sub-Clause 1 who is ill.

3. ANNUAL LEAVE

(A) An Employee may elect with the consent of the Employer, subject to the *ANNUAL HOLIDAYS ACT 1944*, to take Annual Leave not exceeding five (5) days in single day periods of part thereof, in any calendar year at a time or times agreed by the Parties.

(B) Access to Annual Leave, as prescribed in Paragraph (A) of this Sub-Clause, shall be exclusive of any shutdown period provided for elsewhere under this Agreement.

(C) An Employee and Employer may agree to defer payment of the Annual Leave loading in respect of single day absences, until at least five (5) consecutive Annual Leave days are taken.

4. TIME-OFF IN LIEU OF PAYMENT FOR OVERTIME

(A) An Employee may elect, with the consent of the Employer, to take time-off in lieu of payment for overtime at a time or times agreed with the Employer within twelve (12) months of the said election.

(B) Overtime taken as time-off during ordinary time hours shall be taken at the ordinary time rate, that is an hour for each hour worked.

(C) If, having elected to take time as Leave in accordance with Paragraph (A) of this Sub-Clause, the leave is not taken for whatever reason payment for time accrued at overtime rates shall be made at the expiry of the twelve (12) months period or on termination.

- (D) Where no election is made in accordance with the said Paragraph (A), the Employee shall be paid overtime rates in accordance with the Agreement.

5. MAKE-UP TIME

- (A) An Employee may elect, with the consent of the Employer, to work "make-up time", under which the Employee takes time-off ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the Agreement, at the ordinary rate of pay.
- (B) An Employee on shift work may elect, with the consent of the Employer, to work "make-up time" (under which the Employee takes time-off ordinary hours and works those hours at a later time), at the shift work rate, which would have been applicable to the hours taken off.

6. ROSTERED DAYS OFF

- (A) An Employee may elect, with the consent of the Employer, to take a rostered day off at any time.
- (B) An Employee may elect, with the consent of the Employer, to take rostered days off in part day amounts.
- (C) An Employee may elect, with the consent of the Employer, to accrue some or all rostered days off for the purpose of creating a bank to be drawn upon at a time mutually agreed between the Employer and Employee, or subject to reasonable notice by the Employee or the Employer.
- (D) This Sub-Clause is subject to the Employer informing each Union which is both party to the Agreement and which has members employed at the particular enterprise of its intention to introduce an enterprise system of RDO flexibility, and providing a reasonable opportunity for the Union(s) to participate in negotiations.





Registered
Enterprise Agreement
Industrial Registrar

DECLARATION OF USUAL PLACE OF RESIDENCE

I,.....

Declare that my usual place of residence is (ADDRESS)

.....

.....

Phone : (.....)

I understand that this Declaration determines, for the duration of my employment on the Project, my usual place of residence.

Signed: Dated:

Witness: Dated: